

MERCURY FUNDING AGREEMENT

This **Mercury Funding Agreement** (the "Agreement") dated May 3, 2017, with an effective date of March 20, 2017 (the "**Effective Date**"), by and among **Albanese Harrison Lofts LLC** ("**Albanese**"); **BRG LampWorks Ventures, LLC** ("**BRG**") and **BRG Harrison Lofts Urban Renewal, LLC** (the "**Company**"). Albanese, BRG and the Company are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Albanese and BRG entered into the Amended and Restated Operating Agreement dated June 8, 2015 (the "Operating Agreement") of the Company relating to a redevelopment project (the "Project") involving the purchase, and conversion into residential loft apartments, of three industrial buildings located in Harrison, New Jersey (the "Property").

B. As a result of the discovery of mercury in some or all of the buildings comprising the Property, the Project is not proceeding as contemplated by the Operating Agreement, and the Company has instituted suit in the United States District Court for the District of New Jersey against a former owner of the Property and certain environmental consulting firms that performed services for the Company, captioned *BRG Harrison Lofts Urban Renewal, LLC v. General Electric Company, Environmental Waste Management Associates, LLC and Accredited Environmental Technologies, Inc.*, Civil Action No: 2:16-06577 (the "Lawsuit").

C. The Parties desire to enter into this Agreement to set forth their respective obligations to fund the Lawsuit and other ongoing Company expenses, the allocation and characterization of amounts previously funded by each of Albanese and BRG to the Company, and certain other matters described below.

In consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. Definitions. Terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in the Operating Agreement.

2. Suspension of Development Activities; Characterization of Amounts Funded.

(a) The Parties agree that the development and construction of the Project by the Company shall be suspended until such time as both Members decide to recommence development. The recommencement date will be the date designated in writing by the Members (the "Development Recommencement Date"). Prior to the Development Recommencement Date, the Company shall not incur further costs for the development and construction of the Project, including without limitation, costs for redesigning the Project, seeking entitlements for the Property or other material redevelopment tasks for a portion or all of the Property (the "Development Costs"). Commencing February 1, 2016, the Company incurred certain costs directly related to the presence of mercury at the Property, and commencing July 1, 2016 all costs incurred or to be incurred by the Company prior to the Development Recommencement Date, including without limitation, fees and costs to prosecute the Lawsuit, shall be deemed mercury-related costs (collectively, including counsel fees incurred by each of Albanese and BRG in negotiating this Agreement, the "Mercury Costs"). For the avoidance of doubt, Mercury Costs and Development Costs are mutually exclusive.

(b) As of the Effective Date, the Members have made cash capital contributions and loans (the cash capital contributions and loans, together with accrued interest on such loans, made from time to time by the Members to the Company are collectively referred to as the "Debt and Equity Capital") to the Company in an aggregate amount of \$10,170,000, of which \$7,833,333 (i.e., 77%) has been funded by Albanese and \$2,336,667 (i.e., 23%) has been funded by BRG. The portion of total Debt and Equity Capital funded by each Member as of the Effective Date (the "Prior Funding Percentage") is seventy-seven (77%) percent for Albanese and twenty-three (23%) percent for BRG.

(c) Of the total amount expended by the Company as of the Effective Date, the Parties agree that \$9,301,749.60 constitutes Development Costs and \$868,250.40 constitutes Mercury Costs, as more particularly described on **Exhibit A** to this Agreement. Based upon the Parties' respective Prior Funding Percentages, Albanese is credited with funding \$7,164,572.48 in Development Costs and \$668,760.52 in Mercury Costs, and BRG is credited with funding \$2,137,177.12 in Development Costs and \$199,489.88 in Mercury Costs.

3. Characterization of Funding: Mercury Loans.

(a) The Parties agree that all amounts used to fund Development Costs shall be deemed advanced by the Members as Initial Capital Contributions, and all amounts used to fund Mercury Costs shall be deemed loans (each a "Mercury Loan" and, collectively, the "Mercury Loans") made by the Members. Accordingly, as of the Effective Date, Albanese has made \$668,760.52 in Mercury Loans to the Company, and BRG has made \$199,489.88 in Mercury Loans to the Company. All Mercury Loans are owed by the Company to Albanese or BRG, as applicable, without offset, counterclaim or defense of any nature whatsoever.

(b) Mercury Loans made after the Effective Date (the "Post-Restructuring Mercury Loans") will be funded seventy-five (75%) percent by Albanese and twenty-five (25%) percent by BRG. Albanese has previously funded \$255,000 in Post-Restructuring Mercury Loans, and BRG will fund \$85,000 in Post-Restructuring Mercury Loans on or before May 5, 2017. Post-Restructuring Mercury Loans in the aggregate principal amount of \$1,800,000 may be required by either Member upon written notice (a "Funding Notice") to the other Member, specifying the amount of the Post-Restructuring Mercury Loan and the outside date by which it must be funded which, in no event, shall be sooner than 30 days after the date of the Funding Notice; provided, however, if at any time there is an unfavorable determination in the Lawsuit that materially and adversely affects the likely recovery by the Company in the Lawsuit (a "MAE"), no Member may deliver a Funding Notice requesting a Post-Restructuring Mercury Loan without the written consent of the other Member. Funding Notices shall be sent in accordance with the provisions of Section 9.2 of the Operating Agreement. Post-Restructuring Mercury Loans in excess of the aggregate principal amount of \$1,800,000 may only be required with the approval of both Members, as evidenced by a Funding Notice signed by both Members. The amount of Mercury Loans required under any single Funding Notice, together with the Company's cash on hand at the time the Funding Notice is issued, shall not exceed the total expenses reasonably likely to be incurred by the Company during the three-month period following the date of the Funding Notice. Notwithstanding anything to the contrary contained in this Agreement, if a Member fails to fund a Post-Restructuring Mercury Loan within five business days after the outside date by which the Mercury Loan was required to be funded (the "Failing Member"), (i) all Mercury Loans owing to the Failing Member will be repaid without interest with the same priority under the Operating Agreement as though the Mercury Loans were Undistributed Initial Capital and (ii) the right of the Failing Member to participate as a Member in the management and conduct of the Company's activities shall terminate (other than the right to participate in Select Major Decisions as to which

the Failing Member shall retain its approval rights), including the right of the Failing Member to participate in decisions to require additional Post-Restructuring Mercury Loans or the recommencement of the development of the Project, and the other Member advancing its pro-rata share of the Post-Restructuring Mercury Loans shall be authorized to make those decisions without the consent or approval of the Failing Member.

(c) The outstanding principal balance of Mercury Loans shall bear interest at a non-compounded, simple rate of six (6%) percent per annum, commencing (i) on the Effective Date or (ii) in the case of Post-Restructuring Mercury Loans, on the date on which each Post-Restructuring Mercury Loan is made. Except as otherwise provided in Section 3(b) above, all Mercury Loans plus accrued interest will be repaid pro-rata in accordance with the respective loan balances and accrued interest due the Members after the repayment of any Preferred Capital Loans, but before any other payments or distributions are made to the Members. Mercury Loans will be repaid as and when Company funds are available, including without limitation, funds received from any of the defendants in the Lawsuit.

(d) Following the occurrence of a MAE, if one Member desires to fund Post-Restructuring Mercury Loans and the other Member does not desire to do so, the Member that desires to fund can do so upon written notice to the other Member (each such loan, a "Post-MAE Loan"). Each Post-MAE Loan shall be in the minimum principal amount of \$100,000 and shall bear interest at a non-compounded, simple rate of twelve (12%) percent per annum, commencing on the date on which the Post-MAE Loan is made. All Post-MAE Loans shall be repaid in full prior to the repayment of any other Mercury Loan. Further, until the Post-MAE Loans are paid in full, the Member making the Post-MAE Loans shall have the sole right to direct the Lawsuit and make all decisions relating thereto on behalf of the Company, including without limitation, decisions regarding settlement, and shall keep the other Member reasonably apprised. For the avoidance of doubt, the rights described in the immediately preceding sentence shall not include the right to incur Development Costs, which requires the written consent of both Members.

4. Subordination of Undistributed Enhanced Value. If the Company abandons the Property or sells it before the Development Recommencement Date at a price which, when aggregated with all recoveries from the Lawsuit, is less than the Members' aggregate Undistributed Enhanced Value and unrecovered Debt and Equity Capital, and Albanese has not defaulted in its obligation to fund Post-Restructuring Mercury Loans, then the Undistributed Enhanced Value of each Member shall, for purposes of Section 4.1 of the Operating Agreement, be deemed *pari passu* with the Members' Undistributed Initial Capital, and distributions and allocations to the Members under the Operating Agreement will be modified accordingly.

5. Funding After Development Recommencement Date. Upon the occurrence of the Development Recommencement Date, the Members' obligations to fund the balance of their Initial Capital Contribution and any Additional Capital Contribution shall be reinstated. Initially, Albanese shall be obligated to make 100% of the capital contributions until its aggregate Initial Capital Contribution and BRG's aggregate Initial Capital Contribution are in accordance with the Initial Contribution Ratio, after which the capital contributions shall be made ratably by both Members, first in accordance with the Initial Contribution Ratio and, thereafter, in accordance with the Additional Contribution Ratio.

6. Reimbursable Salary Costs.

(a) BRG has been provided with and has approved the payment of Reimbursable Salary Costs through January 31, 2017. Thereafter, Reimbursable Salary Costs

will be provided by Albanese and reviewed by BRG on a monthly basis; provided, however, in no event shall the portion of the Reimbursable Salary Costs constituting accounting fees exceed \$48,000 per year. Unless and until the Development Recommencement Date occurs, Reimbursable Salary Costs will be deemed, and funded as, Mercury Costs.

(b) The services described in Section 5.7(a) of the Operating Agreement shall include (i) the maintenance of the Property, (ii) supervision of the mercury investigation and remediation at the Property and (iii) maintaining current, complete, true and correct books of account and records pertaining to all costs relating to the mercury contamination issues and the development and construction of the Project.

(c) In consideration of the amount of time that will be required to prosecute the Lawsuit, the responsibility for which will fall disproportionately on BRG, BRG shall be entitled to receive, and the Company shall pay BRG, compensation in an amount equal to the Reimbursable Salary Costs paid to Albanese in excess of \$48,000 per year. The compensation to which BRG is entitled under this Section 6(c) shall be paid to BRG contemporaneously with the payment of such excess Reimbursable Salary Costs to Albanese. BRG's entitlement to compensation under this Section 6(c) shall terminate upon final resolution of the Lawsuit.

7. Primary Field Office. Albanese has been provided with and has approved the payment to BRG of the costs it incurred in connection with the Primary Field Office through January 31, 2017. Through October 31, 2017, the Primary Field Office shall constitute a Mercury Cost and the rental and other costs under the lease for the Primary Field Office shall be reimbursed to BRG as incurred; provided, however, BRG shall have the right to terminate the lease for the Primary Field Office at any time in its sole discretion. On or before July 15, 2017, Albanese and BRG shall jointly determine whether to renew the lease for the Primary Field Office. If the lease is renewed, it shall remain a Company expense unless and until it is terminated or expires. If the lease for the Primary Field Office is terminated or expires, Company records will be moved to warehouse or other suitable space, the cost of which shall constitute a Mercury Cost.

8. Mutual Releases.

(a) Albanese, for itself and on behalf of its successors, assigns and legal representatives, hereby unconditionally waives, releases, remises and forever discharges BRG and its parent, subsidiaries and affiliates, and each of their successors in title, past and present managers, members, officers, directors, employees and agents (each a "BRG Releasee" and, collectively, the "BRG Releasees"), from any and all past and present claims, suits, liens, lawsuits, adverse consequences, amounts paid in settlement, debts, deficiencies, diminution in value, disbursements, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses of any kind or character, whether based in equity, law, contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law (each a "Claim" and collectively, the "Claims"), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, matured or unmatured, foreseen or unforeseen, past or present, liquidated or unliquidated, suspected or unsuspected, which Albanese ever had from the beginning of the world to the time immediately prior to the date hereof, now has, or might hereafter have against any such BRG Releasee which relate directly or indirectly to the presence of mercury or other environmental conditions at, on or under the Property, any environmental reports or data relating thereto, Albanese's decision to invest in the Company, or BRG's conduct as a Member and Managing Member of the Company through the date of this Agreement; provided, however, the forgoing release shall not include any Claim for fraud.

(b) BRG, for itself and on behalf of its successors, assigns and legal representatives, hereby unconditionally waives, releases, remises and forever discharges Albanese and its parent, subsidiaries and affiliates, and each of their successors in title, past and present managers, members, officers, directors, employees and agents (each an "Albanese Releasee" and, collectively, the "Albanese Releasees"), from any and all past and present Claims, whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, matured or unmatured, foreseen or unforeseen, past or present, liquidated or unliquidated, suspected or unsuspected, which BRG ever had from the beginning of the world to the time immediately prior to the date hereof, now has, or might hereafter have against any such Albanese Releasee which relate directly or indirectly to the presence of mercury or other environmental conditions at, on or under the Property, any environmental reports or data relating thereto, Albanese's failure to fund in full its Initial Capital Contribution prior to the date of this Agreement, or Albanese's conduct as a Member and a Managing Member of the Company through the date of this Agreement; provided, however, the forgoing release shall not include any Claim for fraud.

9. Representation by Counsel; No Conflict. In the negotiation of this Agreement, Albanese has been independently represented by the law firm of Albanese & Albanese LLP, and BRG has been independently represented by the law firm of Chiesa Shahinian & Giantomasi PC. Albanese and BRG acknowledge that contemporaneously with negotiating this Agreement on behalf of BRG, Chiesa Shahinian & Giantomasi PC has been representing the Company, and may in the future represent the Company, in connection with the Lawsuit. BRG acknowledges that contemporaneously with negotiating this Agreement on its behalf, Chiesa Shahinian & Giantomasi PC has been representing an affiliate of Albanese in connection with an unrelated real estate transaction. Each of Albanese and BRG waives any actual or potential conflict of interest that may arise from such current or future representation by Chiesa Shahinian & Giantomasi PC of (i) the Company or (ii) an affiliate of Albanese, while serving as counsel to BRG in connection with this Agreement. In the event of a dispute between Albanese and BRG under this Agreement, Albanese agrees that Chiesa Shahinian & Giantomasi PC may represent BRG in connection therewith and withdraw as counsel to the Company, and Albanese shall not allege any conflict of interest or other basis to attempt to disqualify or otherwise prevent Chiesa Shahinian & Giantomasi PC from serving, or induce Chiesa Shahinian & Giantomasi PC not to serve, as counsel to BRG in connection with such dispute. Each of Albanese and BRG further waives any actual or potential conflict of interest that may arise from any future representation by Albanese & Albanese LLP of the Company, while serving as counsel to Albanese in connection with this Agreement. In the event of a dispute between Albanese and BRG under this Agreement, BRG agrees that Albanese & Albanese LLP may represent Albanese in connection therewith and withdraw as counsel to the Company, and BRG shall not allege any conflict of interest or other basis to attempt to disqualify or otherwise prevent Albanese & Albanese LLP from serving, or induce Albanese & Albanese LLP not to serve, as counsel to Albanese in connection with such dispute.

10. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws principles.

11. Venue; Exclusive Jurisdiction; Waiver of Jury Trial. Any suit involving any dispute or matter arising under this Agreement may only be brought in the New Jersey Superior Court located in the County of Hudson or the United States District Court for the District of New Jersey located in Newark, New Jersey, or for the Southern District of New York located in New York,

New York, whichever court has jurisdiction over the subject matter of the dispute or matter. Each Party irrevocably consents to the jurisdiction of such courts and waives any defense to such jurisdiction, including a defense based upon the actual or alleged inconvenience of such forum. Each Party hereby waives (i) personal service of process and agrees that a summons and compliant commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail or by reputable overnight courier providing a receipt against delivery to such Party at the address herein provided (or provided in the Operating Agreement) for notices to such Party, or as otherwise provided by the laws of the State of New Jersey or the United States, as applicable, and (ii) THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, IT BEING AGREED THAT ANY SUCH MATTER SHALL BE TRIED BY A COURT WITHOUT A JURY.

12. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the subject matter hereof and supersedes all prior written and oral statements. This Agreement may only be amended by a writing signed by BRG and Albanese.

13. Interpretation. Albanese and BRG acknowledge that they and their respective counsel have had an opportunity to review and make changes to this Agreement. Accordingly, the normal rule of construction whereby ambiguities are resolved against the drafting party shall be inapplicable to this Agreement and the interpretation hereof. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Operating Agreement, the provisions of this Agreement shall prevail.

14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed and delivered this Agreement as of the day and year written above.

ALBANESE HARRISON LOFTS LLC

By: 
Name: Christopher V. Albanese
Title: Manager

BRG LAMPWORKS VENTURES, LLC

By: _____
Name: Thomas A. Berkenkamp
Title: Manager

**BRG HARRISON LOFTS URBAN
RENEWAL, LLC**

By: Albanese Harrison Lofts LLC

By: 
Name: Christopher V. Albanese
Title: Manager

By: BRG LampWorks Ventures, LLC

By: _____
Name: Thomas A. Berkenkamp
Title: Manager

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed and delivered this Agreement as of the day and year written above.

ALBANESE HARRISON LOFTS LLC

By: _____
Name: Christopher V. Albanese
Title: Manager

BRG LAMPWORKS VENTURES, LLC

By:  _____
Name: Thomas A. Berkenkamp
Title: Manager

**BRG HARRISON LOFTS URBAN
RENEWAL, LLC**

By: Albanese Harrison Lofts LLC

By: _____
Name: Christopher V. Albanese
Title: Manager

By: BRG LampWorks Ventures, LLC

By:  _____
Name: Thomas A. Berkenkamp
Title: Manager

Exhibit A

Mercury Funding Agreement - Summary
as of 3/20/17

Sources of Capital	"Debt & Equity Capital"	"Prior Funding Percentage"
Albanese Capital in to Date	7,833,333.00	77.0%
BRG Capital in to Date	2,336,667.00	23.0%
	<u>10,170,000.00</u>	<u>100.0%</u>
Subsequent Rent & Interest Income	52,752.00	
Costs Expensed Prior to Albanese	(155,909.00)	
Total	<u>10,066,843.00</u>	

Uses of Capital	"Development Costs" Incurred & Paid to 3/20/17	"Mercury Costs" Incurred & Paid to 3/20/17	Total
Period			
Inception / Property Acquisition 6/9/15			6,276,510.16
Inception to 1/31/16	\$ 1,956,415.43	\$	1,956,415.43
2/1/16-6/30/16 (a)	\$ 924,189.53	\$ 382,209.13	\$ 1,306,398.66
7/1/16 to 3/20/17 (b)		\$ 486,041.27	\$ 486,041.27
Totals	\$ 2,880,604.96	\$ 868,250.40	\$ 3,748,855.36
Escrow -Harrison Planning Board			17,221.21
Escrow -Harrison Redevelopment			13,984.13
Amount in Savings Accounts as of 3/20/17			5,102.14
Amount in Bank Accounts as of 3/20/17			5,170.00
Total Escrows & Cash			<u>41,477.48</u>
Total			<u>10,066,843.00</u>

- a) Per Para 2 of Mercury Funding Agmt: All costs directly related to mercury legal, investigation, remediation costs commencing 2/1/16 are characterized as "Mercury Costs"
- b) Per Para 2 of Mercury Funding Agmt: All costs post 7/1/16 are characterized as "Mercury Costs"

Allocation of Costs Incurred and Paid - Inception to 3/20/17

Party	%	"Debt & Equity Capital"	Initial Capital	"Mercury Costs" Incurred & Paid to 3/20/17	Total Initial Capital + "Mercury Costs"
Albanese	77.0%	7,833,333.00	\$ 7,164,572.48	\$ 668,760.52	\$ 7,833,333.00
BRG	23.0%	2,336,667.00	\$ 2,137,177.12	\$ 199,489.88	\$ 2,336,667.00
	100.0%	10,170,000.00	\$ 9,301,749.60	\$ 868,250.40	\$ 10,170,000.00

LAMPWORKS

Project Costs Summary

AS OF

5/4/2017

Paid Cost

Cost Code	Trade	Vendor	Paid Cost			
			A	B	C	E
			All Project Cost- Incept- 1/31/16	All Project Costs Incl. Mercury 2/1/16-6/30/16	Mercury Costs 2/1/16-6/30/16	All Costs Post 6/30/16 (Which are deemed "Mercury Costs") 7/1/16-3/20/17
01-10-100	Cost Code+A6:C6	Minno Wasko	\$ 104,265.00	\$ 177,755.00		
01-10-151	Architect Reimb	Minno Wasko	\$ 3,930.51	\$ 7,418.69		
01-10-210	Consultant-MEP	Minno Wasko	\$ 3,000.00	\$ 83,750.00		
01-10-230	Consultant-Structural	Christie	\$ 64,100.00	\$ 3,200.00		
01-10-240	Consultant-Site	Petry	\$ 21,910.29	\$ 21,000.00		
01-10-300	Consultant-Misc	Dolan & Dean	\$ 4,372.23			
01-10-302	Consultant-Geotechnical	JZN Engineering	\$ 480.41			
01-10-304	Consultant-Acoustical	Minno Wasko		\$ 5,600.00		
01-10-306	Consultant-IT/Security	Excel Guard Corp	\$ 49,384.55	\$ 18,450.32	\$ 8,430.75	
01-10-306	Consultant-IT/Security	IRL	\$ 10,090.10	\$ 1,728.05		
01-10-306	Consultant-IT/Security	TYCO	\$ 1,271.16			
01-10-310	Consultant-Landscape	Melillo & Bauer	\$ 1,107.92	\$ 49,829.25		
01-10-360	Consultant-Environmental	Langan	\$ 30,190.83	\$ 55,848.21	\$ 51,334.71	
01-10-360	Consultant-Environmental	Anchor		\$ 21,500.00	\$ 21,500.00	
01-10-360	Consultant-Environmental	Gradient		\$ 21,524.42	\$ 21,524.42	\$ 74,350.28
01-10-370	Consultant-Exterior Wall	EGA Architects	\$ 3,900.00	\$ 12,975.00		
01-10-385	Consultant-Interior Design	RD Jones	\$ 55,272.73	\$ 126,301.86		
01-10-390	Consultant- Traffic	Dolan & Dean				
01-10-400	Pre Construction Service	Field Const				
01-10-600	Surveyor	ECS Group, Inc.	\$ 8,312.00			
01-10-600	Surveyor	Caulfield Associates		\$ 235.00		
01-10-700	Legal	Akin Gump Stauss	\$ 15,384.00			
01-10-700	Legal	Albanese & Albanese	\$ 76,428.50	\$ 4,797.50		
01-10-700	Legal	Albanese Development Corp	\$ 28,822.50			
01-10-700	Legal	Chiesa Shahrinian				
01-10-700	Legal	Lieberman & Blecher				
01-10-700	Legal	Sive, Paget & Riesel				
01-10-700	Legal	Tanenbaum				
01-10-900	Accountant	Hunrath Napolitano, Quigley	\$ 5,750.00	\$ 1,500.00		
01-20-200	Construction-Staff-ADC	Albanese Development Corp	\$ 77,144.53	\$ 84,928.81	\$ 84,928.81	
01-20-200	Construction-Staff-ADC	Specialty Consultants, Inc.	\$ 36,500.00			
01-40-140	Permits	Town of Harrison	\$ 4,500.00			

Privileged

Cost Code	Trade	Vendor	All Project Cost- Incept- 1/31/16	All Project Costs Incl. Mercury 2/1/16-6/30/16	Mercury Costs 2/1/16-6/30/16	All Costs Post 6/30/16 (Which are deemed "Mercury Costs") 7/1/16-3/20/17
01-40-150	Fees	Town of Harrison	\$ 8,850.81	\$ 1,938.00		\$ 18,372.90
01-40-200	Real Estate Taxes	Town of Harrison	\$ 116,558.42	\$ 114,281.32		\$ 97,580.97
01-40-300	Insurance-Liability	Alliant	\$ 35,636.80	\$ 7,283.13		
01-40-300	Insurance-Liability	First Insurance Fund	\$ 69,389.10	\$ 83,266.92		\$ 48,677.60
01-40-350	Title Insurance	Title Group				
01-40-410	Plans/Blueprints	Michael Gubbins	\$ 11.70			
01-40-500	Job/Office/Supplies/Phone/Equip	Amex	\$ 1,189.50			
01-40-500	Job/Office/Supplies/Phone/Equip	A M Exclusive	\$ 466.00			
01-40-500	Job/Office/Supplies/Phone/Equip	Matt Frankenberry	\$ 54.11	\$ 99.37		
01-40-500	Job/Office/Supplies/Phone/Equip	Michael Gubbins	\$ 296.73			
01-40-500	Job/Office/Supplies/Phone/Equip	Office Furniture Outlet	\$ 833.48			
01-40-500	Job/Office/Supplies/Phone/Equip	Susan Robertson	\$ 2,269.81			
01-40-500	Job/Office/Supplies/Phone/Equip	James Wansor		\$ 95.63		
01-40-500	Job/Office/Supplies/Phone/Equip	Albanese Organization, Org		\$ 1,047.10		
01-40-520	Postage & Messenger	UPS	\$ 333.27	\$ 370.97		\$ 23.09
01-40-555	Utilities	Verizon	\$ 2,397.49	\$ 868.17		\$ 994.57
01-40-555	Utilities	Harrison Water Dept.	\$ 838.50	\$ 1,341.60		\$ 903.00
01-40-555	Utilities	PSE&G	\$ 18,628.14	\$ 18,697.44		\$ 11,685.26
01-40-557	BRG Harrison Field Office	Berkenkamp Realty Group	\$ 13,421.18	\$ 3,532.24		
01-40-582	Auto/Travel	John C. Becker	\$ 726.77	\$ 302.67	\$ 302.67	\$ 24.50
01-40-582	Auto/Travel	Robert Franco	\$ 205.20			
01-40-582	Auto/Travel	Matt Frankenberry	\$ 423.61	\$ 924.05	\$ 171.00	
01-40-582	Auto/Travel	Michael Gubbins	\$ 196.81	\$ 270.70	\$ 270.70	
01-40-582	Auto/Travel	Edward Pleva	\$ 16.50			
01-40-582	Auto/Travel	James Polcari	\$ 39.50			
01-40-582	Auto/Travel	Lydia Rapillo	\$ 1,085.25			
01-40-582	Auto/Travel	Michael Ritz	\$ 315.20			
01-40-582	Auto/Travel	James Wansor		\$ 2,128.49		\$ 38.75
01-40-582	Auto/Travel	Chris Albanese				\$ 175.00
01-40-582	Auto/Travel	Amex-Various		\$ 1,544.14	\$ 1,544.14	
01-40-900	Miscellaneous	Wells Fargo Service Chrg.		\$ 46.00		
01-40-900	Miscellaneous	Rec NJ 1065 NR Pymt		\$ 1,092.00		
01-40-900	Miscellaneous	ABC Fire & Safety	\$ 235.94			
01-40-900	Miscellaneous	Commercial Lock	\$ 3,552.40	\$ 374.50		
01-40-900	Miscellaneous	Guardian Gate Company	\$ 4,770.06			
01-40-900	Miscellaneous	Chris Albanese				\$ 198.86
01-40-900	Miscellaneous	Michael Gubbins	\$ 949.54			
01-40-900	Miscellaneous	Harrison Fest Committee	\$ 500.00			
01-40-900	Miscellaneous	SMPL Technologies Corp	\$ 1,060.98			
01-40-900	Miscellaneous	TYCO	\$ 2,143.79			

Cost Code	Trade	Vendor	All Project Cost- Incept- 1/31/16	All Project Costs Incl. Mercury 2/1/16-6/30/16	Mercury Costs 2/1/16-6/30/16	All Costs Past 6/30/16 (Which are deemed "Mercury Costs") 7/1/16-3/20/17
01-40-900	Miscellaneous	Verizon	\$ 362.72			
01-70-100	Striker RE Commission	Striker Realty				
01-70-120	The Marketing Directors	The Marketing Directors	\$ 25,000.00	\$ 5,000.00		
01-90-001	Building Commissioning/Startup	G/B/A Commissioning Services	\$ 7,500.00			
02-01-001	General Conditions	McGowan		\$ 27,690.87		\$ 79,365.00
02-01-031	Insurance	McGowan	\$ 5,078.03	\$ 2,933.24		
02-01-052	Asbestos Abatement	McGowan	\$ 205,800.00	\$ 22,200.00		
02-01-053	LEAD-AL #2	Alpine Painting		\$ 750.00		
02-01-053	LEAD-AL #2	McGowan	\$ 239,763.99	\$ 12,210.48		\$ 5,023.47
02-02-100	Hoist	McGowan	\$ 4,958.24	\$ 550.92		
02-03-410	Structure/PreCast	McGowan		\$ 63,900.00		\$ 7,100.00
02-05-500	Pool Structure	JJ Pools				\$ 15,000.00
02-17-100	Fee-General	McGowan		\$ 15,315.16		
02-30-020	Model Apartments	Mark Schaevitz	\$ 98.73			
02-30-104	Environmental Remediation	Peak Environmental	\$ 3,500.00	\$ 6,513.94		\$ 16,104.85
02-30-104	Environmental Remediation	McGowan	\$ 22,200.00			
02-30-106	Selective Demo	Force	\$ 133,750.00			\$ 30,000.00
02-30-106	Selective Demo	Sky Electric	\$ 47,699.50			\$ 4,235.00
02-30-106	Selective Demo	Starcel Waterproofing	\$ 22,260.00			
02-30-106	Selective Demo	MKM Weatherstripping	\$ 6,500.00	\$ 2,140.00		\$ 763.00
02-30-110	Utility Relocations	Absolute	\$ 85,965.85	\$ 829.25		
02-30-110	Utility Relocations	Annex-Jersey Elevator	\$ 3,605.90			
02-30-110	Utility Relocations	Fujitec America	\$ 2,475.89	\$ 4,453.68		
02-30-110	Utility Relocations	Town of Harrison	\$ 450.00			
02-30-110	Utility Relocations	Jersey Elevator	\$ 1,784.75			
02-30-110	Utility Relocations	Meli Plumbing	\$ 5,104.16	\$ 1,020.00		
02-30-110	Utility Relocations	PSE&G	\$ 7,692.00			
02-30-110	Utility Relocations	Topline Drywall	\$ 19,000.00			
02-30-115	PSE&G Light Poles	PSE&G	\$ 23,451.73			
06-10-110	Bank Engineer/Atty/Appraisal	Albanese Development Corp	\$ 7,500.00			
06-10-110	Bank Engineer/Atty/Appraisal	The Concord Group	\$ 8,500.00			
	Total Costs		\$ 1,956,415.43	\$ 1,307,536.66	\$ 382,209.13	\$ 486,041.27

Paid by Direct Debit	\$ (1,138.00)
Total Adjustments	
Total Per Check Register	<u>\$ 1,306,398.66</u>